

UNITED STATES BANKRUPTCY COURT FOR  
THE NORTHERN DISTRICT OF OKLAHOMA

Received

JUL 26 2000

US ATTORNEY  
N.D. OKLAHOMA

In Re: )  
BATES, TAMMI K. )  
Debtor, ) Case No. 99-02190-R  
Chapter 7 )  
\_\_\_\_\_)  
TAMMI K. BATES, )  
Plaintiff, )  
v. )  
THE OKLAHOMA STATE REGENTS ) Adversary Proceeding  
FOR HIGHER EDUCATION and ) No. 99-0199-R  
THE UNITED STATES OF AMERICA, )  
ex rel. DEPARTMENT OF EDUCATION )  
Defendants. )

**FILED**

JUL 28 2000

TIMOTHY R. WALBRIDGE, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF OKLAHOMA

CONSENT JUDGMENT

This is a bankruptcy adversary matter wherein the Plaintiff Tammi K. Bates (hereinafter the "Plaintiff" or "Bates") filed a "Complaint To Determine Dischargeability Of A Debt" on September 7, 1999 seeking the discharge of her student loans which are held by the defendant United States on the basis of undue hardship pursuant to 11 U.S.C. §523 (a)(8). The United States filed its "Answer And Counterclaim Of the United States" on October 8, 1999, opposing the Plaintiff's allegations and demanding proof of the same. A Pretrial Order signed by the court and counsel for the parties containing stipulations regarding the facts of this case was filed June 2, 2000.

A settlement conference was held in this matter on July 17, 2000 before Adjunct Settlement Judge Nancy Gourley. At the settlement conference, the Plaintiff Tammi K. Bates was present and represented by attorney Jesse Sumner and the United States was represented by Assistant United States

DOCKETED 87-28-00  
Clerk, U.S. Bankruptcy Court  
Northern District of Oklahoma

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Attorney Phil Pinnell. At the conclusion of the settlement conference, the Plaintiff and her counsel and counsel for the United States signed a handwritten settlement agreement, a copy of which is attached and incorporated by reference to this Consent Judgment as "Exhibit A."

Having reviewed the handwritten settlement agreement, the pretrial order and the file in this matter, the court makes the following findings and orders:

The Parties have stipulated and the Court finds that this court has jurisdiction over the subject matter and parties, venue is proper and that this is a core proceeding pursuant to 28 U.S.C. §157;

The Parties have further stipulated and the Court further finds that Bates' Chapter 7 bankruptcy, case number 99-02190-R, was filed on June 9, 1999 and that this adversary proceeding, case number 99-0199-R, was filed on September 7, 1999;

The Parties have further stipulated and the Court further finds that Bates' Chapter 7 Bankruptcy was discharged September 17, 1999;

The Parties have further stipulated and the Court further finds that on or about August 26, 1988, Bates signed and executed a "Supplemental Loan for Students (SLS) Application/Promissory Note" in the amount of \$2,000.00. ("Student Loan 1");

The Parties have further stipulated and the Court further finds that On or about January 4, 1989, Bates signed and executed a "Supplemental Loan

for Students (SLS) Application/Promissory Note" in the amount of \$2,000.00. ("Student Loan 2");

The Parties have further stipulated and the Court further finds that Bates has defaulted on her obligation to repay the proceeds of Student Loan 1 and Student Loan 2;

The Parties have further stipulated and the Court further finds that after all offsets and payments on her student loans, Bates is indebted to the United States on Student Loan 1 and Student Loan 2 in the combined total amount of \$6,200.12, as of March 23, 2000;

The Court further finds that there is a factual basis for holding that it would not be an undue hardship, pursuant to 11 U.S.C. §523 (a)(8), for the Plaintiff to repay \$3,000.00 of the outstanding balance on her student loan debt. There is also a factual basis to hold that the remaining balance of \$3,200.12 may be discharged on the basis of undue hardship;

Upon the above findings the Court makes the following orders:

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that this Court has jurisdiction over the parties and subject matter of this litigation, venue is proper and this is a bankruptcy core proceeding;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that a non-dischargeable JUDGMENT is hereby entered in favor of the United States against the Plaintiff in the amount of \$3,000.00, as of the effective date of

this Order, and that interest shall accrued on the unpaid balance at the rate of 9.13% per annum;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Plaintiff shall make payments on the Judgement pursuant to the terms of the handwritten settlement agreement signed on July 17, 2000 and that, in the event that the Plaintiff does not repay the student loan debt pursuant to the terms of the settlement agreement, the United States may use all means available under the law to collect the same;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the United States may file a judgment lien against the Plaintiff;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the remaining balance on the student loan debt of \$3,200.12 is hereby discharged pursuant to 11 U.S.C. §523 (a)(8);

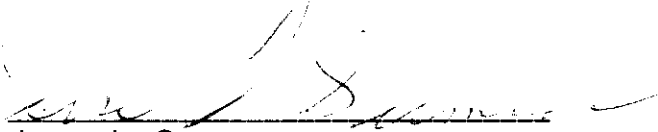
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Parties will each pay their own costs, fees and expenses associated with this case; and,

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that this bankruptcy adversary case is hereby concluded.

IT IS SO ORDERED on July 28, 2000.

  
\_\_\_\_\_  
DANA L. RASURE  
UNITED STATES BANKRUPTCY JUDGE

TAMMI BATES v. UNITED STATES  
ADVERSARY NO. 99-0199-R  
CONSENT JUDGMENT  
APPROVED AS TO FORM AND CONTENT:



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Attorneys for the Defendant

Bates judgment.wpd

7-17-2000

In Re:

Bates, Jamoni K

99-02190 R

Adversary #

99-0199-R

The parties settle this Adversary as follows

1. The amount of the claim is reduced to \$3000.00, total for both loans.

2. Debtor shall pay \$100 per month on the debt beginning September 15, 2000 and continuing on the 15th of each month until paid.

3. The \$3000 balance shall accrue interest at 9.13% simple interest per annum. Each payment of \$100 shall include principal and interest.

4. Debtor may prepay the principal at any time without penalty.

5. Each party pays own costs & fees.

Plaintiff/Debtor: Tami Bates

Counsel for Debtor: Jess J. Sumner

Defendant: Paul P. Smith  
As AUSA

Witness:

Nancy D. Gentry  
Adversary Settlement Judge

EXHIBIT A